

16

**AMENDED AND RESTATED TRUST AGREEMENT**

THIS AGREEMENT is made effective the 19<sup>TH</sup> day of July, 2016, by and between STEPHEN C. GLENN (herein "Grantor" or "grantor"), and STEPHEN C. GLENN, as Trustee (herein "Trustee" or "trustee"), for the beneficiaries described herein, under the terms and conditions as follows:

**WITNESSETH:**

WHEREAS, Grantor created and established a revocable living trust on December 31, 1997, known as the STEPHEN C. GLENN FAMILY REVOCABLE TRUST ("Original Trust");

WHEREAS, Grantor is the Trustee of the Original Trust; and

WHEREAS, the Original Trust is a revocable living trust in which Grantor specifically retained the right to amend said trust from time to time during his lifetime; and

WHEREAS, Grantor desires to amend and restate the Original Trust, affirming the revocable living trust of the real and personal property previously conveyed to the Trustee of the Original Trust together with such monies, securities and other assets as the Trustee of the amended and restated trust hereafter may hold or acquire hereunder for the purposes and upon the terms and conditions herein set forth in this amended and restated trust.

NOW, THEREFORE, in consideration of the covenants herein contained and other valuable consideration, the receipt, sufficiency and delivery of which hereby is acknowledged and pursuant to the right to amend under Article Three of the Original Trust, Grantor hereby amends and restates the trust as follows:

**AMENDED AND RESTATED DECLARATION OF TRUST**

**ARTICLE ONE**

**NAME OF TRUST AND GRANTOR'S POWERS**

1.1. Name of Trust: This revocable living trust is established by Grantor, who is a married person, and this trust shall be known as the "STEPHEN C. GLENN FAMILY REVOCABLE TRUST" (referred to herein as "trust" or "Trust" herein), and shall be governed by the laws of the State of Florida. By executing this trust agreement, Grantor fully amends and restates the trust herein such that all prior trust agreements are null and void.

1.2. Power to Fund Trust: Grantor hereby transfers to this Trust all assets requiring titles or deeds, and all personal property, including, but not limited to, furniture, clothing, and personal possessions. Additionally, Grantor is now holding and will hold, solely and exclusively for and on behalf of the Trust, the following: any and all properties of all kinds, whether presently owned or hereafter acquired including, without limitation: bank accounts of any kind, certificates of deposit, mutual and money market funds of all kinds, securities, agency and custody accounts, notes, and real estate wherever located. All such property is hereby transferred to and the same shall be owned by the Trust. Except as otherwise provided in Article Four of this Trust, Grantor reserves the right to add to or remove assets from the Trust at any time. All assets transferred to the Trust, whether now or at a later date, shall become part of the Trust and be subject to all terms and provisions of this Trust document.

1.3. Power to Amend Trust: During his lifetime, this Trust may be amended in whole or in part by an instrument in writing, signed by Grantor, delivered to all acting Trustees (who may be grantor), except as limited by Article Four of this Trust. At the death of Grantor, this trust becomes irrevocable.

1.4. Power to Revoke Trust: Grantor may revoke the Trust at any time by an instrument in writing. Upon revocation, the trustee shall deliver the trust property to Grantor individually.

1.5. Power to Change Trustee Designations: During his lifetime, Grantor may change the Trustee or successor Trustee designations set forth in this Trust by an instrument in writing, signed by Grantor, and delivered to all acting Trustees (who may be Grantor), except as may be otherwise limited by this Trust. After the death of Grantor, the trustee designations herein are irrevocable.

## **ARTICLE TWO**


### **APPOINTMENT, RESIGNATION AND COMPENSATION OF TRUSTEES**

2.1. Primary Trustee: Grantor hereby designates himself as sole primary Trustee of this Trust.

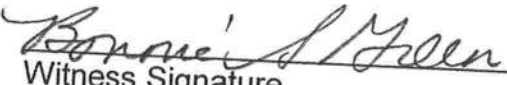
2.2. Successor Trustee(s): In the event that Grantor is unwilling or unable to perform duties as trustee herein, Grantor hereby appoints his wife, PHYLLIS GLENN as successor trustee herein. In the event that PHYLLIS GLENN is unwilling or unable to perform her duties as successor trustee, then in that event, Grantor appoints his son, COLIN JOSEPH GLENN, as successor trustee. If COLIN JOSEPH GLENN is unable or unwilling to act as successor trustee, Grantor appoints his granddaughter, MADISON GLENN ("MADISON"), provided that MADISON is at least twenty-five (25) years old at the time she assumes said responsibilities. In the event that MADISON is unable or unwilling to act as successor trustee, Grantor appoints his grandson, TALAN GLENN ("TALAN"), as successor trustee provided that TALAN is at least twenty-five (25) years old at the time he assumes said responsibilities.



IN WITNESS WHEREOF, Grantor hereby recites delivery of this Trust agreement to himself as trustee and has hereby set his hand, this 19th day of July, 2016, and by signature below, Grantor immediately accepts his duties as trustee of this Trust.


  
STEPHEN C. GLENN  
Grantor and Trustee

Signed, sealed and delivered  
in the presence of:

  
Witness Signature  
BONNIE S. GREEN  
Print/type Witness's Name

285 NE Hernando Avenue  
Lake City, FL 32055  
Witness Address

Signed, sealed and delivered  
in the presence of:

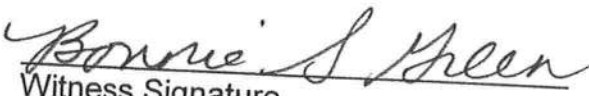
  
Witness Signature  
Michael M. Darby  
Print/type Witness's Name


285 NE Hernando Avenue  
Lake City, FL 32055  
Witness Address

Witnesses as to STEPHEN C. GLENN

We, STEPHEN C. GLENN, BONNIE S. GREEN and Michael M. Darby, the Grantor/Trustee and the witnesses respectively, whose names are signed to the attached or foregoing instrument, were sworn, and declared to the undersigned officer that the Grantor/Trustee, in the presence of the witnesses, signed the instrument as his Trust, that he signed and that each of the witnesses, in the presence of the Grantor/Trustee, and in the presence of each other, signed this Trust as a witness.

  
STEPHEN C. GLENN  
Grantor and Trustee

  
Witness Signature

  
Witness Signature